



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAM DEVELOPMENT OFFICE

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0341
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

RECEIVED
APR 10 2013

BILL HASLAM
GOVERNOR

April 10, 2013

The Honorable Ernest Burgess
Mayor, Rutherford County
Rutherford County Courthouse, Room 101
Murfreesboro, TN 37130

Re: Signal Maintenance Agreement for RSAR: SR-266 from West of SR-840 to East of SR-10
Rutherford County
PIN #: 117400.00
Federal Proj #: HRRR-266(19)
State Proj #: 75027-3226-94
Contract #: 130092

Dear Mayor Burgess:

I am attaching a contract providing for the maintenance of the referenced project. Please review the contract and advise me if it requires any additional explanation. If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return the contract to me. Once we have a fully executed contract we will return a copy to your office for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Teresa Estes
Transportation Coordinator

Teresa.estes@tn.gov

Attachment

AGREEMENT No: 130092
PROJECT IDENTIFICATION No: 117400.00
FEDERAL PROJECT No: HRRR-266(19)
STATE PROJECT No: 75027-3226-94
State of Tennessee Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of _____, 20_____ by and between the STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee
(hereinafter called the "Department") and Rutherford County (hereinafter called the
"Agency").

W I T N E S S E I H:

WHEREAS, the Department desires to install a traffic signal within the
jurisdictional limits of the Agency and

WHEREAS, the Agency, in recognition of the benefits to be received from
the installation of said traffic signal desires to cooperate with the Department such
that the traffic signal may be installed, operated and maintained.

NOW THEREFORE, in consideration of these premises, the Department
and the Agency hereby enter into agreement to provide performance of the
project.

SECTION I: The Project to be performed is described as follows:

"School flashing signs on SR-266 at LM 12.82 to LM 13.39"

SECTION II: The Agency shall be solely responsible for and pay all costs
associated with maintenance and operation of all electrically operated devices
together with the related equipment, wiring and other necessary appurtenances,
and the Agency shall furnish electrical current to all such devices which may be
installed as part of the project. Additionally, the Agency shall be solely responsible
for and pay all costs associated with the maintenance and operation of solar-
powered devices, including, but not limited to, replacement of solar panels,
batteries, lights and lenses.

SECTION III: The Agency agrees to comply with all applicable federal and
state laws and regulations in the performance of its duties under this contract. The
parties hereby agree that failure of the Agency to comply with this provision shall
constitute a material breach of this agreement and subject the Agency to the
repayment of all state funds expended, or expenses incurred, under this
agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RUTHERFORD COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____	_____	By: _____	_____
Mayor	Date	John C. Schroer	Date
		Commissioner	

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____	_____	By: _____	_____
Attorney	Date	John Reinbold	Date
		General Counsel	